

1. Entry into force, Application and Modifications

1.1 The present General Terms and Conditions of Sale („GTC“) shall apply to the agreement made between the customer (“Customer“) and Bühler CZ s.r.o., reg. number: 241, 49 152, reg. office Nádražní 696, 564 01 Žamberk (“Agreement“), as far as the parties have made no other written agreements in individual cases, irrespective of whether an order is placed in one of Bühler’s online shops or by an offline transaction. Any Customer’s conditions shall not be binding, except if expressly accepted by Bühler in writing.

1.2 The Agreement shall only be effective upon Bühler’s written confirmation of Customer’s order (“Order Confirmation“) and shall consist of the Order Confirmation, the present GTC as well as any Annexes attached thereto.

1.3 Any addition to, or modifications of, any provision of the present GTC, shall only be binding upon the parties, if executed in writing and duly signed by both parties.

2. Scope of Supply

2.1 Machines, components, spare parts, or other equipment (together “Products“) under the Agreement are exhaustively specified in the Order Confirmation, whereby Bühler is entitled to, with Customer’s approval, make changes to improve the Products, provided such changes do not result in a price increase for the Customer.

2.2 For the avoidance of doubt, as far as not differently agreed in the Agreement, installation and commissioning of the Products is in the sole responsibility of the Customer. If Customer requests supporting services from Bühler, a separate agreement shall be concluded.

3. Drawings technical documentation and Software

3.1 Brochures and catalogues, including, but not limited to, presentations in the online shops, are not binding. Any information contained in drawings and technical documents are only binding upon Bühler if the Order Confirmation explicitly so provides.

3.2 Bühler reserves all rights to the drawings and technical documents delivered by Bühler, unless the Agreement provides otherwise. They shall not be made available to third parties nor used for purposes other than those for which they were provided, unless the Agreement provides otherwise. If no order is placed, all drawings and technical documents, which have already been handed over, are to be returned to Bühler immediately.

3.3 As far as software is included in the Products, all rights to that software remain the property of Bühler, unless the Agreement provides otherwise. Bühler grants to the Customer a non-exclusive right of use of the software, together with the Products for the contractually agreed purpose, whereby the right to sublicense shall be excluded. In particular, the Customer may not, subject to mandatory applicable law, disassemble, decompile, decrypt, reverse engineer the software, or make the software available to third parties without the prior written consent of Bühler. In case of infringement, Bühler may withdraw the right of use. For third-party software, the conditions of use of the third-party licensor apply, and the third-party licensor as well as Bühler, may assert a claim in the event of infringement.

4. Prices

4.1 All prices shall be deemed to be net without any deduction whatsoever. The Incoterm shall be agreed upon in the Order Confirmation. Unless otherwise agreed in writing and signed by both parties, place of performance for all contractual obligations is Žamberk/Czech Republic.

4.2 Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, deductibles, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Customer.

4.3 Likewise, the Customer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, withholding taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like, which are levied against Bühler, its related companies, its factories, or its personnel in connection with the Agreement.

5. Terms of payment

5.1 The Customer shall make payments in accordance with the terms agreed in the Order Confirmation without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. The payment obligations of the Customer are fulfilled as soon as the total prices have been credited in full to Bühler’s bank account, indicated in the respective invoice. Except with prior approval in writing by Bühler, the Customer must not retain payments or set-off any payments against counterclaims.

5.2 If transport, delivery or taking over is delayed, or prevented, due to reasons beyond the control of Bühler, or if minor parts are missing or if post-delivery work, which does not prevent the Products from being used, is necessary, Customer shall still observe the agreed dates of payment.

5.3 Without prejudice to any other legal right of Bühler, if the Customer, for any reason whatsoever, is overdue with any payment, or if Bühler has valid reasons to expect that the Customer will not make payment on time, Bühler is entitled to suspend the further execution of the Agreement, to stop the fabrication, and/or to retain the Products, which are ready for dispatch. Bühler is entitled to suspend the further execution of the Agreement until Bühler and the Customer have mutually agreed on new payment and delivery terms and Bühler has received satisfactory securities within a reasonable period of time, whereby the new payment and delivery terms are to be agreed on, latest within one month. If no agreement is found, and/or no securities are provided, Bühler is entitled to terminate the Agreement and to claim damages and/or to retain payment in the amount of reasonable costs incurred on Bühler at the time of termination of the Agreement.

5.4 With effect from the agreed due date, until receipt of the outstanding

payment, the Customer shall, without additional reminder, pay interest on the outstanding amount at a rate of 5 % over the 12-month PRIBOR reference rate, per annum, for the contractual reference currency valid at the due date. If PRIBOR reference rate is negative, a base floor rate of 0.0 % applies. If the Customer is overdue with a payment or the delivery of an agreed security for more than two weeks, the entire balance of payment shall be due immediately.

6. Retention of title

6.1 Bühler or its designated representative remains the owner of the Products until the full receipt of the payments, in accordance with the terms set forth in the Agreement.

6.2 Customer shall cooperate in any measures, necessary for the protection of Bühler’s title. In particular, to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, at the Customer’s expense. During the reservation of title, the Customer shall, at his own cost, maintain the Products, insure them for Bühler’s benefit against theft, breakdown, fire, water and/or other risks, and take all measures to ensure that Bühler’s title is in no way compromised or rescinded.

7. Delivery time

7.1 The delivery time shall start as soon as the Agreement is validly entered into, all official formalities, such as, but not limited to, import, export, transit and payment permits have been completed, the agreed payments and securities are given, and the main technical points settled. The delivery time shall be deemed to be observed, when, by that time, Bühler has sent a notice to the Customer that the Products are ready for dispatch. Compliance with the delivery time is conditional upon the Customer’s due fulfillment of all of his contractual obligations. Bühler shall explicitly be entitled to partial deliveries.

7.2 The delivery time shall be reasonably extended (1) if, events of Force Majeure occur; (2) in case of a delay of Customer’s contractual obligations, especially if the Customer has delayed the delivery of the necessary documents, information necessary for production, the agreed payments, and/or securities, or the performance of work; (3) Customer subsequently wishes to modify the Products. If delivery is delayed for reasons attributable to Bühler, Bühler shall be granted a reasonable grace period to effect delivery.

7.3 Customer shall notify Bühler in good time of any special requirements, regarding forwarding, transport, and insurance. The benefit and the risk of the Products shall pass to the Customer in accordance with the Incoterms 2020, agreed upon in the Agreement. If dispatch is delayed for reasons beyond the control of Bühler, the Products are stored and insured at the expense and the risk of the Customer, and the risk shall pass to the Customer at the originally foreseen time. As far as not deviating agreed in writing, transport shall be executed at the expense and risk of the Customer and Customer is responsible to insure the Products against risks of any kind.

8. Packing

Packing will be charged to the Customer and is not returnable.

9. Examination and Acceptance

9.1 After delivery Customer shall examine the Products within reasonable time and immediately notify Bühler in writing of any deficiencies. If Customer submits no substantiated written complaint within two weeks for single machines, or within two months for complete plants, calculated from the date of delivery at the place of performance, the Products are considered as having been flawlessly accepted. Acceptance is further deemed completed if (1) Customer refuses to participate in an agreed acceptance inspection despite being requested by Bühler to do so; (2) Customer refuses to sign an acceptance certificate without being entitled to do so; (3) Customer productively uses the Products, or (4) there are only minor deficiencies that do not jeopardize the contractually agreed operation of the Products.

9.2 Subject to a deemed acceptance, in accordance with the previous paragraph, the execution of an acceptance is subject to a separate agreement to be concluded between the parties. If the Products fail to pass a performance test due to solely Bühler’s fault, Bühler shall be given reasonable opportunity to take remedial steps to pass such performance test.

10. Warranty

10.1 The warranty period is 12 months, beginning with Bühler’s notification of readiness for dispatch. The warranty performances are subject to Customer’s due fulfillment of its payment and examination obligations.

10.2 Bühler shall be responsible to repair or replace any parts, which, before the expiry of the warranty period, are proven to be deficient, due to bad materials, faulty design, poor workmanship, or other circumstances having occurred before the transfer of risk, in accordance with the agreed upon Incoterms 2020 in the Agreement. The right to cancel the Agreement or reduce the purchase price, shall be excluded. Customer’s remedy shall not be deemed to have failed of its essential purpose, so long as Bühler is willing, and able to, repair or replace the non-conforming parts.

10.3 If Products are still defective, despite a replacement or repair, Bühler is entitled to take back the defective Products, against reimbursement of the received payments. If not explicitly deviating agreed by the parties, replaced parts become Bühler’s property. For replaced or repaired parts, the warranty period starts anew and lasts 6 months from the replacement, or completion of the repair, or until the expiry of the original warranty period, whichever is later. In no case is the warranty period after replacement or completion longer than double the warranty period, stipulated in the preceding paragraph.

10.4 Excluded from Bühler’s warranty and liability are all deficiencies beyond the control of Bühler, especially if resulting from normal wear and tear, false information from the Customer, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, combination with non-original parts, installation,

changes and/or repairs by the Customer or third parties, events of Force Majeure, or if Customer does not immediately take all appropriate steps to mitigate the damage and give Bühler the possibility to remedy the defect.

10.5 Should Bühler explicitly acknowledge an express warranty in the Order Confirmation with regard to performance, energy consumption, or the like, such express warranty shall be only valid if Bühler has the opportunity to prove the warranted parameters are achieved after completed commissioning. The Customer shall, at its expense, make available the necessary raw materials, energy, etc. as well as qualified personnel for such tests. If the express warranties are not, or only partially, achieved, Customer shall give Bühler the necessary time and possibility to carry out improvements. If Bühler is not given the possibility to prove the warranted parameters within two months from the first test, then those parameters are deemed to be proven.

10.6 Bühler's liability for adequate advice or breach of any additional obligations is limited to unlawful intent or gross negligence. Unless specifically set forth otherwise in the Agreement, Bühler expressly waives any warranty, representations and liability with respect to the country of origin of the Products.

11. Returns

11.1 Except for hidden defects, which were not recognizable despite prompt examination, returns are solely accepted if declared within the period set forth in clause 9.i. Hidden defects are solely accepted if a return notification is immediately sent to Bühler after recognition. Bühler is under no obligation to accept returns of flawless Products, returns notified after expiry of the warranty period, set forth in clause 10.i, or returns of damaged, contaminated, or used Products.

11.2 The Customer is solely responsible for the transfer back to Bühler and for any damages, costs and/or expenses, such as, but not limited to, shipping costs, customs duties, or taxes, incurred on Customer and/or Bühler during the return shipping of the Products. Where such costs are directly incurred on Bühler, Customer undertakes to indemnify Bühler in full. With the exception of incorrect or defective Products, for which Bühler shall bear exclusive responsibility.

12. Exclusion and Limitation of Bühler's Liability

12.1 Claims for compensation for damages, irrespective of the underlying legal basis, and/or ground, out of, or in connection with, the Agreement, are exhaustively covered by these GTC. Any claim not originating from the scope of the Agreement is expressly precluded.

12.2 Irrespective of this, Bühler shall only be liable for typical and foreseeable damage. Liability for damages out of, or in relation to, reduction of price, termination of, or withdrawal from, the Agreement, loss of production, loss of use, loss of orders, recall costs, loss of profit, and other indirect, direct, or consequential damage, are expressly excluded.

12.3 Furthermore, liability out of, or in relation to, the Agreement, is in any case whatsoever limited to the total price, paid by the Customer under the Agreement.

12.4 Subject to clause 13, liability is also excluded for compensation claims from third parties, against the Customer, for infringements of intellectual property rights.

12.5 This exclusion of Bühler's liability does not apply to unlawful intent, gross negligence, negligent harm to life, body, health, or, as far as it is otherwise contrary, to compulsory law.

12.6 The limitation or exclusion of liability extends to Bühler as well as any person employed or appointed by Bühler to perform any contractual obligation under the Agreement.

13. Intellectual Property

Bühler shall defend, at its expense, any action or proceeding initiated by a third party against the Customer to the extent that such action or proceeding is based on a claim that Products infringe a valid and enforceable patent or other intellectual property right of the third party, subject to the following conditions: (i) Bühler is promptly notified by the Customer in writing of the intellectual property infringement claim; (ii) the Products claimed to infringe the third party's right was not modified by the Customer; (iii) the Products are used for the purpose(s) intended by Bühler; (iv) the claim is based upon a valid and enforceable intellectual property right that had been issued as of the date of the delivery under this Agreement; (v) the Customer renders to Bühler whatever information and assistance, reasonably required for the defence or settlement of the claim; and (vi) infringement took place within three (3) years from the Products date of delivery. At its own discretion, Bühler, alternatively, has the right to (i) procure for the Customer the right to continue using the Products; (ii) replace the Products with a non-infringing product; (iii) modify the Products so as to avoid infringement; or (iv) remove the Products and refund to the Customer the originally paid price.

14. Compliance

In exercising its rights and performing its obligations under this Agreement, Customer, its subsidiaries and any of its respective businesses or employees shall comply with all applicable laws, regulations and orders, including, but not limited to, those related to anti-corruption and export controls (understood as, and including, but not limited to, the transfer of controlled products, technologies or services for the development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles) imposed by the United States of America (U.S.), European Union (EU), United Kingdom (UK), Switzerland, and/or any other countries.

15. Data Protection

The Customer acknowledges and agrees that Bühler may have access to personal data (i.e., information relating to an identified or identifiable natural person, for example, names, functions or contact details) of the Customer's employees, representatives, consultants, agents, contractors, and other personnel. Such personal data may be processed by, or on behalf of, Bühler, in accordance with Bühler's privacy policy, available at www.buhlergroup.com/privacy, in order to enter into, and perform, any rights and/or obligation under these GTC

as well as related purposes, including, but not limited to, order and payment processing, tolls and import/export management, customer relationship management, business accounting, and general administrative purposes. The parties agree that they act as independent controllers (as defined under applicable law) in relation to personal data processed, in accordance with this clause. The Customer further undertakes to inform its personnel of whom Bühler is entitled to process personal data and obtain valid consent (if applicable), thereby, especially pointing out Bühler's right to transfer personal data to third parties, or third parties abroad, while ensuring a comparable data protection level, as described in Bühler's privacy policy, in accordance with applicable law.

16. Termination by Bühler

If unforeseen events considerably change the economic effect or the content of the Products, or Bühler's activities, or if the performance subsequently becomes impossible, the Agreement shall be adapted appropriately. If such adaptation is economically not justifiable, Bühler shall be entitled to terminate the Agreement, or the parts affected thereby. If Bühler wishes to terminate the Agreement, Bühler shall immediately, after recognition of the consequences of the event, inform Customer; this applies even if an extension of the delivery time has been agreed beforehand. In case of termination, Bühler shall be entitled to payment of those parts of the Products which have already been produced. Claims for damages from the Customer because of such termination are excluded.

17. Force Majeure

17.1 Any event, which was unforeseeable at the time of conclusion of the Agreement, is beyond either party's control, and renders the further performance of contractual obligations impossible, or unreasonably onerous, as for instance, adverse weather conditions or other acts of nature (including, but not limited to, earthquake, hurricane, landslide, or flood), war (declared or not), acts of terrorism, sabotage, piracy, riot, fire, explosion, epidemics, actions or inactions of governmental or quasi-governmental authorities, or shortages of labour, fuel, or raw materials qualifies as a force majeure event ("Force Majeure").

17.2 If a Force Majeure event lasts longer than consecutive 6 (six) months either party shall be entitled to terminate the Agreement at any time, by giving ten business days prior written notice. For the avoidance of doubt, in case of a Force Majeure event, the Customer shall not be entitled to claim any damages or any other compensation.

18. Severability

If any provision of the Agreement shall be found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of the Agreement. The parties shall substitute any invalid or unenforceable provision with a provision that achieves, to the greatest extent possible, the same legal and commercial objectives.

19. Assignment

19.1 Neither party may assign or otherwise transfer any right or obligation under the Agreement without prior written consent of the other party.

19.2 Bühler may, however, transfer and/or delegate the exercise of its rights and/or the performance of its obligations under the Agreement to another affiliated company that it deems fit for the intended purpose.

19.3 All terms, provisions and conditions of the Agreement are binding upon, and inure to, the benefit of the parties and their respective successors.

20. Jurisdiction/applicable law

The place of jurisdiction shall be exclusively CH-9240 Uzwil. The applicable law shall be exclusively substantive Swiss law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980).

Bühler CZ s.r.o.